

## **Privacy Policy and Terms of Use Agreement**

*Effective 4-15-13*

Circus Arts Institute, LLC recognizes the importance of our customers' privacy, and takes steps to protect it. This Privacy Policy describes the information we gather, use and disseminate from the contact we have with you on our website, and your choices about how we may disseminate that information. The Terms of Use Agreement describes the terms and conditions you agree to if you use our website. If you have any questions about the Privacy Policy or the Terms of Use Agreement, please contact us at [info@circusartsinstitute.com](mailto:info@circusartsinstitute.com), or 404-549-3000, or 206 Rogers Street N.E., Suite 214, Atlanta, GA 30317.

### **Privacy Policy**

#### **Protected Health Information**

The company is not a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Any protected health information (PHI) or electronic protected health information (ePHI) that you may provide us on our website is not covered by HIPAA or HITECH.

#### **Non-Personally Identifiable Information**

We may collect non-personally identifiable information about you and your electronic devices (such as your computer or mobile device) when you access our website. Examples are your Internet Protocol (IP) address, the type of web browser you use, the referring website, your activity on our website, the time and duration of such activity, the sections of our website you use, any search terms you use, and the products and services you view or purchase.

We also may collect non-personally identifiable information through the use of cookies. A cookie is a file that a website installs on your hard drive so the site can remember you while you are using it or when you return to the site. Cookies may remain on your hard drive after you cease using the website. You may decline to accept cookies by modifying your web browser settings. If you choose so, however, you may be unable to use all functions of websites, or the websites may operate less efficiently.

#### **Personally Identifiable Information**

We may gather and store personally identifiable information that you provide us, such as your name, address, email, telephone and cellular phone numbers, and credit and debit card numbers. Such information also may be combined with other personally identifiable information from third-party sources. Financial information is generally used to bill you. Contact information is generally used to send you products and provide you services, send you information about products and services, and for billing or collection.

If you give us your email or address, we may send you emails or other information. If at any time you do not wish to receive emails or other information from us, please see the "How to remove your name from our mailing, sharing or email list" section below.

#### **Disclosures of Personally Identifiable Information**

Unless otherwise authorized by you or required by law, we will disclose personally identifiable information about you only as follows.

We may employ others to perform services on our behalf. Examples include operating and maintaining our website, sending mail and email, maintaining records, analyzing data, providing marketing consultation and other business assistance, distributing information, processing payments, and providing service. We will provide personally identifiable information about you to such other companies and individuals to the extent it is necessary or appropriate for them to perform the services we retain them to perform.

Sometimes we send offers to selected customers on behalf of companies that are affiliated with us. Again, if you do not wish to receive emails, catalogues or other information from affiliates please see the “How to remove your name from our mailing, sharing or email list” section below.

We may release personally identifiable information when we believe it is appropriate to comply with applicable law, regulations, or legal process. We also may release such information to enforce or apply our Terms of Use Agreement and other agreements, or to protect the rights, property, or safety of us, our customers, our employees, or others.

As we continue to develop our business, we might sell or buy subsidiaries or business units. In such transactions, customer information generally is one of the transferred business assets, but remains subject to the promises made in any pre-existing privacy policy (unless, of course, the customers consent otherwise). Also, in the event that we (or substantially all of our assets) are acquired, customer information will of course be one of the transferred assets.

We may share your name, email and address with third parties so that they can send you emails, catalogues or other information about products and services of potential interest to you. If you prefer that we not share your name, email and address with third parties, please see “How to remove your name from our mailing, sharing or email list” section below.

Other than as set forth above, we will not provide personally-identifiable information about you to any third party without your prior consent.

#### How to Remove your Name from Our Mailing, Sharing or Email List

In order to not receive future commercial solicitations from us and not share your information with third parties, you can do any of the following:

1. You may send an email to [info@circusartsinstitute.com](mailto:info@circusartsinstitute.com), send mail to 206 Rogers Street N.E., Suite 214, Atlanta, GA 30317, or call 404-549-3000, with instructions us to remove you from our mailing, sharing and email lists. You may also use this email, address and telephone number to request that we correct any information we have about you.
2. If available, you may use the “opt out” or “unsubscribe” option included in an email that you receive from us.

#### Children’s Privacy

We do not collect personally identifiable information about children on our website. If you are under 18 years old, you may use our website and purchase products and services from us only with the involvement of a parent or guardian. If a child who we know to be under 13 years old sends personally identifiable information to us through our website, we will use it only to respond directly to that child to inform him or her that we must have parental consent before receiving his or her personally identifiable information.

#### External Links

If our website links you to other websites, those websites do not operate under this Privacy Policy. We recommend that you examine the privacy statements posted on those other websites to understand their procedures for collecting, using, and disclosing personal information.

### How To Contact Us

If you have any questions or concerns about the privacy or security of your information, you may contact at [info@circusartsinstitute.com](mailto:info@circusartsinstitute.com), 206 Rogers Street N.E., Suite 214, Atlanta, GA 30317, or 404-549-3000.

### Changes to this Privacy Policy

We may update this Privacy Policy in the future, either with or without notice. Any such change will be posted on our website. You should check this Privacy Policy on our website from time to time to identify any applicable changes.

## **Terms of Use Agreement**

By using our website or purchasing products or services from us, you agree to be bound by the terms and conditions in this Terms of Use Agreement. Please read this Agreement carefully. Also, by using our website or purchasing products or services from us, you represent that you are at least 18 years old. We may modify the terms of this Agreement with respect to any or all future activity, either with or without notice, in which case we will post the changes here. Please review or print a copy of this Agreement for your records whenever using our website or purchasing products or services from us.

### Privacy Policy

The Privacy Policy set forth above governs our relationship. Please read the Privacy Policy carefully and comply with all of the terms of it.

### Orders

We reserve the right to refuse to sell products or services to you, terminate your account, remove or edit content of any of your purchases, or cancel your orders, in our sole discretion, including if we believe that your conduct violates applicable law, our Privacy Policy, or this Agreement, or is harmful to the interests of us, our affiliates, or third parties.

### Intellectual Property Rights

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We respect the intellectual property of others. When we become aware of allegations of patent, copyright or trademark infringement in products, services or information distributed by us, we will investigate the allegations and take appropriate action. If you believe that your patent, copyright or trademark has been infringed by us, please contact us immediately.

#### Limited License to Use Website

We grant you a limited license to make personal use of our website and catalogues, but not to download, modify or utilize any portion of them for any business or non-personal reason. This license does not include any right to resell or use commercially our website, catalogues or any portion of them, to collect or use any product listings, description, or other information in them, to any derivative use of them, to download or copy any account information from our website, or to implement any data mining, robots, spiders or similar data extraction tools. You may not be reproduce, duplicate, copy, sell, resell, or otherwise exploit our website, catalogues or any portion of them for any commercial purpose. You may not use meta tags or any other hidden text using our name, copyrights or trademarks. Any unauthorized use terminates the license granted by this Agreement.

#### Third Party and Co-Branded websites

Our website may contain links to websites operated by a third party or to co-branded websites operated by a third party, including affiliates. We provide such links for your reference and convenience. A link from us to a third-party website or to co-branded website does not imply or mean that we endorse the content on that website or the operator of that website. You are solely responsible for determining the extent to which you use any content at any third party website or co-branded website to which you link from our website.

#### Your Responsibilities

You must comply with all applicable law in connection with your use of our website, and all further limitations that may be set forth in any written or on-screen notice from us. You must not use the website for any purpose that is unlawful, illegal or prohibited by this Agreement. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with us, our website, or a co-branded website must be accurate, complete, and current. You must pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction

interaction with us, our website, or a co-branded website at the prices in effect when such purchases are made and charges are incurred. You must pay all applicable taxes, if any, relating to all such purchases, transactions and other monetary transactions.

You must not violate or attempt to violate the security of our website, such as by doing the following: accessing data not intended for you; logging into a server or account that you are not authorized to access; attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; interfering with service to any user, host, or network, including by way of submitting a virus to or overloading, “flooding,” “spamming,” “mailbombing,” or “crashing” the website; sending unsolicited email, including promotions or advertising; and forging any packet header or any part of the header information in any email or posting.

#### Risk of Loss

All products purchased from us are transported and delivered to you by an independent carrier not affiliated with or controlled by us. Title to products purchased from us, as well as the risk of loss for such products, passes to you when we delivers the products to the carrier.

#### Product Information

We attempt to be as accurate as possible in describing products and services. We do not warrant that the product descriptions or other content of our website or catalogues are accurate, complete, reliable, current, or error-free. We have made every effort to display as accurately as possible the colors of our products and services that appear on the website and in catalogues. As the actual colors you see depend on your computer monitor or mobile device, however, we cannot guarantee that your monitor’s or device’s display of any color will be accurate.

#### DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY

TO THE MAXIMUM PERMITTED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO OUR WEBSITE OR CATALOGUES, OR THE INFORMATION, CONTENT, THIRD-PARTY CONTENT, MATERIALS, PRODUCTS, SERVICES OR LINKED SERVICES PROVIDED THROUGH OUR WEBSITE OR CATALOGUES, INCLUDING WITHOUT LIMITATION, THE FOLLOWING: THAT THE INFORMATION PROVIDED THROUGH OUR WEBSITE AND CATALOGUES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; THAT OUR WEBSITE AND CATALOGUES WILL BE AVAILABLE AT ANY TIME OR LOCATION; THAT DEFECTS OR ERRORS IN OUR WEBSITE AND CATALOGUES WILL BE CORRECTED; OR THAT THE CONTENT OF OUR WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY INFORMATION IN OUR WEBSITE AND CATALOGUES IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR WEBSITE AND CATALOGUES IS AT YOUR SOLE RISK.

TO THE MAXIMUM PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL WE, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING OUR WEBSITE, CATALOGUES, PRODUCTS OR SERVICES YOU

PURCHASE, BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, ARISING FROM ANY OF THE FOLLOWING: YOUR PURCHASE OF PRODUCTS AND SERVICES FROM US; YOUR USE OF OUR WEBSITE AND CATALOGUES; YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE OUR WEBSITE OR CATALOGUES, OR ANY LINKED SITES; INFORMATION THAT YOU PROVIDE TO US THROUGH THE WEBSITE, INTERNET, PHONE OR OTHERWISE; AND FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, COMPUTER VIRUS, OR SYSTEM FAILURE. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### Applicable Law and Disputes

This Agreement, your rights and obligations, our rights and obligations, and all actions contemplated by this Agreement shall be governed by the laws of Georgia, both as to interpretation and performance, regardless of the choice of law rules of that or any other state. You agree to be subject to personal jurisdiction in Georgia, and that the sole and exclusive jurisdiction and venue for any action arising out of or related to this Agreement shall be in such courts, except as may be necessary to enforce an order of such courts. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

#### Indemnification

You must defend, indemnify, and hold harmless us, our affiliates, successors and assigns, and our and their directors, officers, employees, agents, co-branders and other partners, from and against any and all allegations, claims, demands, actions, causes of action, proceedings (whether threatened or pending), orders, damages, losses, liabilities, costs and expenses, including reasonable attorney's fees and other legal expenses, and judgments of any kind of nature, incurred by us arising out of or relating to your use of our website or catalogues, your purchase of any products or services from us, your violation of this Agreement, your violation of any applicable law, or your violation of any of our rights or the rights of any third party.

#### Miscellaneous Legal Provisions

We may discontinue, restrict access to, and change the contents, operation, and features of our website and catalogues at any time, for any reason, with or without notice.

No joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or your use of our website or catalogues.

Nothing in this Agreement is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of our website and catalogues, or information provided to or gathered by us with respect to you or such use.

Any decision by us not to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

All rights not expressly granted herein are hereby reserved.

**Legal Notices**

Any legal notice or other such communication to us concerning the Privacy Policy, Terms of Use Agreement, or other matter should be sent via certified mail to 206 Rogers Street N.E., Suite 214, Atlanta, GA 30317.